REMARKS

The Office Action rejects Claims 1, 4-9, 12-18, 21-23, 26-32, and 35-38 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2004/0077332 to Ephraim (hereinafter "Ephraim") in view of Patent Cooperation Treaty Application Publication No. WO 03/025870 A2 to Myatt et al. (hereinafter "Myatt"). Claims 1, 9, 12, 14, 21, 22, 26, 28, 30, 31, and 32 have been amended for format. In view of the following remarks, Applicant respectfully submits that the claims are in condition for allowance.

The Rejection of Independent Claims 1, 9, 14, 23, 28, 30, 32, 37, and 38

Claim 1 recites, *inter alia* "wherein remaining resources to the service groups are reallocated based on a pricing weight of each of the service groups, each pricing weight being defined for the respective service group as a proportion of a sum of the proportional data delivery limits to the initial data delivery limit of the service group, to obtain a new proportional data delivery limit for each service group individually, the new proportional data delivery limits being for use in delivery of data after a service group has exceeded its proportional data delivery limit." The Examiner admits that Ephraim does not distinctly disclose these elements and cites pages 15 and 16 of Myatt to cure the deficiency.

Myatt is directed to a mechanism that determines an appropriate reservation amount that does not result in complete exhaustion of a user's pre-paid account, thereby leaving credit in the account to use for other services that may be concurrently accessed. Specifically, with reference to FIG. 2, Myatt discloses that a specific amount (monetary) is reserved against a pre-paid account for a singular service (see 204), the number of units that equates to the specific monetary amount is sent (see 206). The reservation may expire (see 212), the reservation may be cancelled (see 214), the event may complete (i.e., a phone call completes and all reserved units are used) (see 210), or the user may deplete the service units reserved (see 208). In the case of the depletion of service units, the system of Myatt may reserve another monetary amount from the pre-paid account.

Once a monetary amount is reserved for a service in Myatt, that amount is frozen for use with that particular service until one of the four events occurs as illustrated in the flowchart of FIG. 2. Myatt also recites "[i]t should be noted that the reserved amount does not represent a committed charge, rather it represents an amount from the account that is not available for any other event while the reservation exists." See page 9, emphasis added. Myatt reinforces this interpretation though the portion of disclosure on page 16 cited by the Examiner that recites "the systems and methods of the present invention provide a mechanism to determine an appropriate reservation amount that does not result in complete exhaustion of the user's pre-paid account thereby leaving credit in the account to use for other services that may be concurrently accessed." Myatt thereby reserves a particular monetary amount for a single service when that service is initiated, and that reserved amount cannot be used by another service while the first service is ongoing. Myatt discloses that a second service may occur simultaneously with a first service; however, the disclosure of Myatt only suggests that a second service would follow the same steps of the first service, thereby reserving a monetary amount that is not already reserved by a first service. Each of these reservations are held until the respective service ends.

Independent claim 1 recites "wherein remaining resources to the service groups are reallocated based on a pricing weight of each of the service groups[.]" The Examiner cites page 16 of Myatt, and in particular "...the systems and methods of the present invention provide a mechanism to determine an appropriate reservation amount that does not result in complete exhaustion of the user's pre-paid account thereby leaving credit in the account to use for other services that may be concurrently accessed...a user with a pre-paid account that desires to make voice calls while simultaneously accessing a content server can do so without worrying that the entire pre-paid account will be allocated to one service thereby resulting in the denial of the other service." Emphasis added. Myatt teaches using only a portion of remaining resources and specifically notes that not all of the remaining resources are reserved. On the contrary, claim 1 recites that "remaining resources to the service groups are reallocated." Thus resources originally allocated for a particular service group may be reallocated. Once a resource of Myatt is

reserved for a service, that resource cannot be reallocated or reserved by another service until the first service ends through one of the methods shown in FIG. 2. Through reallocation of resources, complete exhaustion of a user's pre-paid account is possible in the claimed invention where it is not possible in the mechanism of Myatt.

Independent claim 1 further recites "each pricing weight being defined for the respective service group as a proportion of a sum of the proportional data delivery limits to the initial data delivery limit of the service group[.]" The Office Action admits that Ephraim does not teach this element and cites page 16 of Myatt to cure the deficiency, noting in particular "…the event can be a content download and the service units can be tokens, messages, and byte quantities." Applicant respectfully disagrees and contends that Myatt does not teach or disclose the aforementioned element in the cited portion of the disclosure, nor any other part of the disclosure. Specifically, Myatt does not teach proportional data limits for multiple services. Further Myatt does not teach a "pricing weight being defined for a respective service group as a proportion of a sum of the proportional data delivery limits" as recited in claim 1. Still further, the pricing weight is defined for the respective service group as a proportion of a sum of the proportional data delivery limits to the initial data delivery unit of the service group (emphasis added). The Examiner fails to distinctly point out where either of the cited prior art references disclose that a price weight for each service group is defined as a proportion of a sum of the proportional data delivery limits to the initial data delivery limit of the service group; therefore, independent claim 1 is novel over the cited references, taken individually or in combination.

Independent claim 1 still further recites "to obtain a new proportional data delivery limit for each service group individually, the new proportional data delivery limits being for use in delivery of data after at least one of the service groups has exceeded its proportional data delivery limit." The Examiner admits that Ephraim does not teach or suggest this element and cites page 15 of Myatt to correct this deficiency. Specifically, the Office Action cites "…the rating function or rating engine is then called with the new duration to determine a new reservation amount. In addition, in those embodiments maintaining a loop counter, Rate Return Count is incremented. The method

then returns to decision block 312 to re-execute the loop with the newly calculated reservation amount and duration." Applicant respectfully disagrees and believes that the Examiner is not considering the claimed invention as a whole. Claim 1 recites *inter alia* that "remaining resources to the service groups are reallocated...after a service group has exceeded its proportional data delivery limit." Thus, resources that have been allocated to a service group initially, but not yet used, may be reallocated once one of the service groups has exceeded the initial data delivery limit. Once an amount is allocated to a service in Myatt, that amount is not released until one of four events occurs: service units depleted, event complete, reservation expires, reservation canceled, as shown in FIG. 2. If two services are occurring simultaneously with Myatt and the first service exhausts the pre-paid account, regardless of whether the second service has any remaining reserved service units, the service units reserved by the second service cannot be reallocated to the first service.

In view of the above, Ephraim, even when combined with Myatt, fail to teach or disclose all elements of present independent claim 1 and therefore independent claim 1 is presently in condition for allowance.

Independent claim 9, discloses similar elements in various combinations and are similarly rejected by the Office Action summarily in the rejections addressed above with respect to claim 1. Therefore, as the rejections of claim 1 have been overcome, independent claim 9, is similarly in condition for allowance.

The Rejection of Independent Claims 6, 7, and 15

Claim 6 recites *inter alia* "a rating device configured to receive information of the prepaid resources and of charging criteria of service groups and to set initial data delivery limits for the service groups based on the received information[.]" Claims 7 and 15 recite similar elements. The Examiner suggests that Ephraim, paragraph [0039] discloses this element of present claim 6 and similar elements of claims 7 and 15. Applicant respectfully disagrees. Ephraim discloses in paragraph [0039] that data packets might be charged at different rates. Further, Ephraim recites that "data monitor 38 more preferably

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calculates the charge for the data transfer according to an arbitrary internal unit, which is described in greater detail below as a 'token'[.]" Ephraim goes on to recite in paragraph [0046] that "data monitor 38 sends the required number of tokens to be obtained from the account of the subscriber to prepaid server 34...If sufficient funds are available, then prepaid server 34 sends the required tokens to data monitor 38, thereby enabling the transfer to occur, and debits the account of the subscriber appropriately." Ephraim discloses that a data service is assigned a value in "tokens" and that value is withdrawn from the account of a subscriber. Conversely, the present application uses data delivery limits for the different service groups. Ephraim only has one limit involved, that being the amount of "tokens" a subscriber has available in an account.

Claim 6 further recites "to measure use of each of the service groups, and to reallocate remaining free resources to the service groups based on a pricing weight of each of the service groups, each pricing weight being defined for the respective service group as a proportion of a sum of the proportional data delivery limits to the initial data delivery limit of the service group, to obtain a new proportional data delivery limit for each service group individually for delivery of data when a one of the service groups exceeds its proportional data delivery limit." The Examiner admits that Ephraim does not teach any of these elements and cites Myatt to correct the deficiency. As described above with respect to claim 1, Myatt does not disclose the aforementioned elements and therefore claim 6 is patentably distinct for at least the same reasons. Claims 7 and 15 recite similar elements. Therefore, independent claims 6, 7, and 15 are presently in condition for allowance.

The Rejection of the Dependent Claims is Overcome

Because each of the dependent claims includes each of the recitations of a respective independent base claim, Applicants further submit that the dependent claims are patentably distinguishable from the cited references, taken alone or in combination, for at least those reasons discussed above. Accordingly, applicants respectfully submit that the rejections of the dependent claims are overcome and the dependent claims are in condition for allowance.

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CONCLUSION

In view of the amended claims and remarks presented above, it is respectfully submitted that all of the present claims of the present application are in condition for immediate allowance. It is therefore respectfully requested that a Notice of Allowance be issued. The Examiner is encouraged to contact Applicants' undersigned agent to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

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